

**AMENDMENT TO WARRANT TO PURCHASE COMMON SHARES OF
WEST INDIAN SPACE N.V.**

AMENDMENT TO WARRANT TO PURCHASE COMMON SHARES OF
WEST INDIAN SPACE N.V., dated as of July 25, 2000 ("Amendment"), between West Indian
Space N.V. (the "Company") and Stephen M. Wilson (the "Warrantholder").

WHEREAS, the Company and the Warrantholder desire to amend the Warrant to
Purchase 49,156 Common Shares of West Indian Space N.V. issued as of July 25, 2000 as
represented by Certificate No. ELW-15 (the "Warrant") in accordance with the terms hereof;

NOW, THEREFORE, the Company and the Warrantholder hereby agree as
follows:

SECTION 1. Amendment to Section 4 of the Warrant. The first sentence
of Section 4 of the Warrant entitled "Adjustments" is, effective as of the date hereof,
amended in its entirety to read as follows:

"The Initial Exercise Price is \$24.4573 per Common Share ("Initial Exercise
Price")."

SECTION 2. Amendment to Section 6 of the Warrant. References in Section 6 of
the Warrant entitled "Transferability of Warrant" to the Shareholders' Agreement, dated as of
September 27, 1999, by and among the Company and the shareholders signatory thereto are
deemed to be references to the Securityholders Agreement dated as of July 25, 2000 by and
among West Indian Space N.V., Imaging Holdings I, L.P., Imaging Holdings Related, L.P.,
Imaging Holdings II, L.P., Israel Aircraft Industries, Ltd., Core Software Technology, Inc.,
Electro Optics Industries Ltd., WIS Partners, L.P., Financiere Bagatelle, S.A., Merrill, Lynch,
Pierce, Fenner & Smith Incorporated, U.S. Bancorp Libra, and Loyd's Invest (Aerospace)
Limited.

SECTION 3. Preemptive Rights. The Warrantholder agrees that, notwithstanding
anything to the contrary contained in SECTION 4 of the Warrant, no adjustment shall be made to
the Initial Exercise Price of \$24.4573 as a result of the transactions contemplated by (i) the Note
Purchase Agreement, including without limitation, the issuance thereunder of Series D Preferred
Shares of the Company or the 12% Senior Convertible Secured Notes Due July 15, 2005 of the
Company (or securities of the Company into which such Notes are convertible or into which
such securities are convertible) or (ii) the Share Subscription Agreement, including without
limitation, the issuance of Series B Preferred Shares of the Company thereunder (or common
shares upon conversion thereof).

SECTION 4. Effect on the Warrant. Except as specifically amended hereby, the
original provisions of the Warrant remain in full force and effect.

SECTION 5. Definitions. As used in this Amendment, the following defined terms have the meanings indicated below:

"Note Purchase Agreement" means the Amended and Restated Note Purchase Agreement, dated as of July 20, 2000, by and among the Company and Imaging Holdings I, L.P., Imaging Holdings II, L.P. Imaging Holdings Related, L.P., and the other purchasers referred to therein.

"Share Subscription Agreement" means the Share Subscription Agreement dated as of July 20, 2000 by and among West Indian Space N.V., Financiere Bagatelle, S.A, Israel Aircraft Industries, Ltd., Electro-Optics Industries, Ltd., U.S. Bancorp Libra, Loyd's Investment (Aerospace) Limited, and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

SECTION 8. Successors. This Amendment shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

West Indian Space N.V.

By _____
Name:
Title:

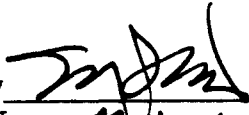
Acknowledged and Accepted:

Warrantholder

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

West Indian Space N.V.

By 
Name: M.L. MORRIS
Title: CEO

Acknowledged and Accepted:

Warrantholder

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

West Indian Space N.V.

By _____
Name:
Title:

Acknowledged and Accepted:

Warrantorholder

By _____
Name:
Title: